

Amendment 379

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 379 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 13TH day of SEPTEMBER, 2016, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to establish a Virtual Private Network (VPN) between Scheidt & Bachmann offices in Germany and Vix offices in Perth as detailed in Change Request *CR-12116 ST – create VPN from SB Germany to Perth v2.0* as approved by Sound Transit on June 17, 2016.
- C. The Parties agree that the Work necessary to complete the additional modifications will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will provide the services of a qualified Technical Engineer and Business Analyst to complete the following:-

1.1 Configure an existing, un-used VPN for Scheidt & Bachmann.

- Vix gateway: 203.23.27.1

1.2 Provide additional settings and key securely to designated Scheidt & Bachmann representative.

1.3 Provide assistance with troubleshooting. Initial troubleshooting and development assistance hours have been included in detailed pricing.

1.4 It is assumed that Scheidt & Bachmann have not changed any details on their end, including public Internet Protocol (IP) address.

Section 2.0 Schedule

2.1 The Work described in Section 1.0 will be completed upon confirmation by Scheidt and Bachmann that the VPN is functional.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

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LUMP SUM COST

Sound Transit create VPN from Scheidt & Bachmann Germany to Vix Perth	
TOTAL	\$3,849

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Three Hundred and Seventy Nine shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 9/9/16

The Agencies

By: [Signature]
Their: ORCA operations manager
On behalf of the Agencies
Date: 9/13/16